

This Indenture, Made this Twenty Sixth day of January in the year of our Lord one thousand eight hundred and ninety Seven between W.D. Boles and Mary E. Boles (Wife) of Boyd in the County of Douglas and State of Kansas of the first part, and C.M. Ward of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Commencing forty (40) rods west of the corner of Section 10 one (1) chain west of the (11) rods south eighty (80) rods east line (11) rods north eighty (80) rods to place of beginning containing 5 1/2 acres of the west (20) acres of the north east quarter (1/4) of said section one (1) Township Fourteen (14) Range Eighteen (18) also situated a point on the north line of the south west quarter section one (1) Township Fourteen (14) Range Eighteen (18) east 27 chains 7/8 link east of the north west corner thence south parallel to said line of section one (1) 9 chains 41 7/8 links to the corner of Washington Creek thence up said creek north 63° west on chain 66 7/8 links north 43° 38' to chain 6 links north 67° 38' met 2 chains 41 links north 52° 26' east 6 chains 6 links more or less to the north line of said south west quarter (1/4) thence east 3 chains 12 1/2 links to place of beginning all in the North (1/2) of South West (1/4) Section one (1) Township Fourteen (14) Range Eighteen (18) containing 4 1/4 acres with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W.D. Boles and Mary E. Boles do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars

according to the terms of one certain Note and three coupons this day executed and delivered by the said W.D. Boles and Mary E. Boles to the said party of the second part: her heirs or assigns

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part executors administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said W.D. Boles heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

W.D. Boles (SEAL.)
Mary E. Boles (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 26 day of January, A. D. 1897, before me, John McKeelin, a Notary Public in and for said County and State, came W.D. Boles and Mary E. Boles to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 28, 1899 John McKeelin Notary Public.
Recorded Jan 28 A. D. 1898, at 11 o'clock 9 M.

W.D. Boles
Register of Deeds.

The following is a statement in charging instrument
The note herein described having been paid in full this mortgage
is hereby released and the here thereby created discharged
As Witness my hand this 1st day of June A.D. 1899,
C. M. Ward.

Recorded June 3rd 1899. W.D. Boles
Register of Deeds.